28

1954-50 **File No.** 1131/48

B CLASS

P.W. **DEPARTMENT**
El. **BRANCH**

Subject:— Electric License..

Athani

Appointment of an arbitrator in con. with the dispute between the licensee and Athani Muny for street lighting.

1 L K 1 - 14 5

File No. 1131/43

Ed. Sect. Blp. 21 A

G. R., G. D., No. 2408, dated 22-6-52

Std. Sectt. 78 e.

DOCKET SHEET

Subject:—

File No. 1131/48 PW

DEPT.

El BRANCH.

References:—

Date.	To whom sent.	Notes and instructions.
25/8	D.S.	Issue no. 21.9 & encl (15.5.45)
27/10	D.S	Issue (19 & 1-19. C.S).
2/12	D.S.	Issue no 6 incl & L.L. 2/11/(2)
28/12		Issue no. 21 & encl (28.1.50)
17/3/11	U	Issue letter dt 52 on 13.3.30 (DS) unpaid & back with one sheet copy hl
25/3	File By	File (A)

El. Br. Is.

P. W. D.

The Athni munc. and the Supply Co. at Athni have entered into an agreement on the 29-11-43 in respect of street lights for a period of six years from the date of the commencement of supply of energy to the street lights at Athni.

According to para 6 of the above agreement, the licensee has agreed not to levy surcharge of $33\frac{1}{3}$% sanctioned by Govt. from the munc. for street lights.

According to clause 9 of the above agreement, if a dispute arises between the munc. and the licensee in respect of the terms of the agreement, it shall be refd. to a Board of two arbitrators, one to be appointed by each party and in case of difference of opinion between the two arbitrators, the matter shall be decided by the El. Engr or his representative.

2. The Supply Co. has now demanded surcharge from the munc. The munc. has, therefore, resolved to nominate the Prant Officer, C.P. Belgaum, ~~to act as an arbitrator~~ as an arbitrator to decide the dispute

me:

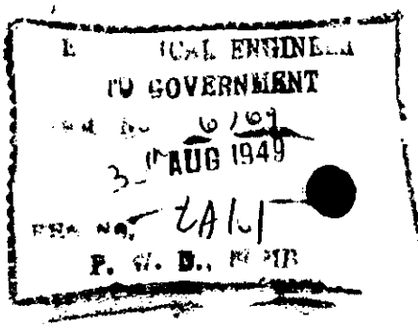
48/49056.

re: payment of surcharge, claimed by the Co. and rejected by the Govt., in terms of their agreement. The Collector of Belgaum accordingly requests Govt. to accord necy. sanction to the Prant officer being appointed as an arbitrator for determining the dispute. As the Prant officer is an R. S. officer, that dept. may be requested no. to grant the necy. permission to that officer. Before, however, the papers are reqd. to the R. D., the El. Engr. may see no. for remarks, if any.

ABS
27-8-49.
29

Hyd/8/49

to Bd. Qr Engrs. & 30. 8. 49



Below U.O.R.No.1131/48/49056 dated the 30th August 1949, from Government in the Public Works Department.

No. LA101/4426 of 1949.

Bombay, 13th September 1949.

Returned, with compliments.

2. The Company is apparently claiming the surcharge as per clause 6 of the Bombay Electricity(Surcharge)Act, 1946. However, in view of the specific provision in clause 2(c) of the agreement between the Municipality and the Company, it is doubtful whether the Company can recover the surcharge from the Municipality, and it is, therefore, suggested that the papers may be referred to the Remembrancer of Legal Affairs for his opinion in the matter.

Electrical Engineer to Govt.

E/13, I 149

1131/48 59506

P.

Mr Nair

El. Br.(I) P.W.D.

p 3(n.s)
Submitted (together with Sr. No. 59506) with
p.2
ref. to the o.n. dt. the 27/29 - 8 - 49.

2. In view of the remarks of the El. Engr. to Govt. at p. 3 ante the papers may be refd. u.o. to the R.L.A. for his opinion in the matter. It is added in this connection, for information, that the Electricity (Surcharge) Act, 1946 expired on the 30-9-1949.

p 17(c.s)
3. Sr. No. 59506.
p.19
Necy. draft is put up for appl. which may issue, first.

26/10/49

Kha/10/49

D. Secy

Issue d/12
u.o. the R.L.A. of 2nd ade c Aug.

19971
A -5-12-49

Office of the R.L.A.

The Bombay Electricity (Surcharge) Act, 1946 , S. 6.

Under Clause 6 of the agreement dated 29-11-43 between the Athani Municipality and the Light & Power Suppliers Ltd., Athani, the licensee agreed not to charge surcharge of 33 1/3 % as per Bombay Government Notification dated 11-3-43 from the Municipality for the energy consumed for street lighting. After the Bombay Electricity (Surcharge) Act, 1946 came into operation it appears that the Company has been claiming the surcharge from the Municipality notwithstanding the agreement. The question for R.L.A.'s consideration is whether the claim of the Company is legally tenable.

According to the Notification No. 6041-36 dated 11-3-43 issued under Rule 81 of the Defence of India Rules, the levy of surcharge was optional. That Order was replaced by the Bombay Electric Supply (L.U.W.C.) Order, 1944, whereunder no war costs surcharge was effective upon the charges for the supply of energy under any contract entered into after 1-5-42, unless such contract provided for the same charges for energy as had been contained in similar previous contracts for similar supply by the licensee or sanction holder concerned. In view of this provision no surcharge was levied on the Athani Municipality by the Company under the aforesaid agreement which was of a date subsequent to 1-5-42. When the Bombay Electric Supply (L.U.W.C.) Order, 1944, lapsed, the Bombay Electricity (Surcharge) Act, 1946, was passed providing for the levy of surcharge . Under this Act no distinction was made between the contracts entered into prior to 1-5-42 and those subsequent to that date. Section 6 provides that the provision of this act shall apply notwithstandin

anything done in any other law or in any license or sanction granted under the principle Act or in any contract for energy or for the maintainence of street lighting equipment. It is clear from this provision that this Act over-rides the contract between the Athani Municipality and the Power Company in so far as it relates to the agreement in respect of the levy of surcharge. Sect. 4 requires a licensee to charge the surcharges at the rate for the time being fixed by Government. Section 5 saves the existing surcharges in cases where the charges are not fixed by Government under Section 3. Reading these provisions together it is apparent that notwithstanding the agreement it would be competent for the Power Company to levy the surcharge for the period during which the Bombay Electricity (Surcharge) Act, 1946, was in operation.

Remembrancer of Legal Affairs.

U.R. to P.W.D. No. 14863, Dated 21st December 1949.

KGM.
19/12.

P. W. D.
File 1131/48
Serial No. 87022

1131/48/87022.

El. Br. I.

P. W. D.

The office note on pp 1-3 and explains the facts of the case. Contrary to the mutual agreement between the muny. and the Supply Co. at Athni, the Co. demanded surcharge from the muny. As provided by the above agreement, the muny. resolved to nominate the Prant Officer, C.P. Belgaum, as an arbitrator in the dispute. The collector of Belgaum approached Govt. to accord necy. sanction to the Prant officer being appointed as an arbitrator. The A.G.A. has given the opinion that the Co. can demand surcharge notwithstanding the agreement entered into with the muny. pp 7-9

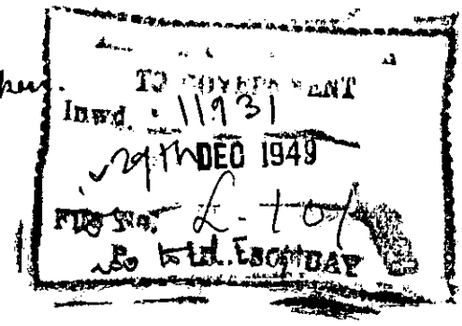
2. The Bombay Ely. (Surcharge) Act, 1946, has since expired. The agreement between the muny. & the Co., which was for a period of six years from the 29-11-47 has evidently expired by now. All Cos. have been advised to charge rates as on 30-9-49 and approach Govt. for Rating Committee, if necy. The question of levying surcharge does not now arise.

3. It is —

131/48.

12

3. It is not known whether the dispute between the munsy. and Athni co. still stands (perhaps re: past recoveries). The El. Engr. may be requested no. to enquire and offer his remarks, whereafter necy. further action in the matter will be taken.

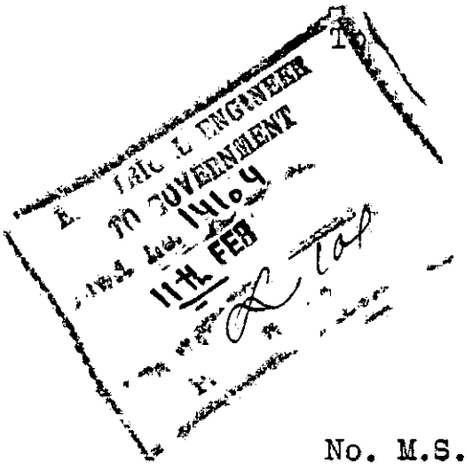


ABS
25/12/49.

Kjoshi

Lmo. Li 41-Jr Li 9 M, 8 29.-12 49

LETTER.



The Electrical Engineer to
Government, P.W.D., BOMBAY.

Subject:- Athni Electricity Co.
Appointment of an Arbitrator.

Reference:- Your letter No.L-101/8324,
dated 10-1-1950.

No. M.S.C.S.R-163. Belgaum, 8th February 1950.

The agreement between the Athni Municipality and the Light and Power Suppliers Ltd., Athni Branch, which was executed on 29-11-1943 terminated on 29-1-1950, and the latter have discontinued to supply energy for the Municipal Street lights as well as for domestic consumption at Athni. The amount of surcharge has not yet been paid to the Light and Power Suppliers Ltd., Branch Athni by the Municipality and hence the dispute still subsists between them. The local Manager of the Light and Power Suppliers Ltd., is of the opinion that there is a necessity for the proposed arbitration.

2. On termination of the agreement, the said Light and Power Suppliers have proposed altered terms and conditions based on revised rates at Rs.0-14-0 per unit as against the old rates of Rs.0-5-0 per unit. The Suppliers are, however, being advised to apply to Government under Section 57 of the Electricity Supply Act, 1948, for the appointment of a Rating Committee, as per Government letter P.W.D.No.571/48-II-EL(1) dated 15-12-1949, and to maintain the status quo ante, as regards the rates till decision is given by the Committee.

O/C signed by
the Collector.

For Collector of Belgaum.

L-8/2.

Below U.O.R.No.1131/48/87022 dated the 29th December 1949, from Government in the Public Works Department.

=====

No.L.101/ 9589 of 1950.

Bombay, 16th February 1950.

Returned with compliments.

2. With reference to para 3 of the Secretariat Office Note at pp.11-12 ante, the necessary enquiries were made with the Collector of Belgaum and his letter, in original, dated 8-2-1950 is enclosed for information.

✓ El I 17/2

P. W. D.
File No 1131/48
Serial No. 12558

Electrical Engineer to Govt.

L.M.

El I - I

P.W.D.

El. Br. (I)

Submitted (together with ~~the letter and~~ p.27(c.s) p.29(c.s) the endts. dt. the 18-2-50 and 11-2-50 resp. from the Collector of Belgaum and the Elect. Engr.'s No. L.101/9589, dt. the 16-2-50 p.15(n.s) with ref. to the D.O. dt. the 27-12-49, pp 11-12 p.13(n.s)

2. It is seen from the collector's letter dt. the 8-2-50, addressed to the Elect. Engr. that the dispute regarding part dues (amount of surcharge) still persists and that there is disagreement on the terms and the conditions for a new agreement to be entered into by the Municipality with the supply coy. regarding street lighting, as the old agreement has terminated on the 29-1-50.

3. Regarding the past surcharge claimed by the supply coy. the R.L.A. has opined pp 7-9(n.s) that the supply coy. is within its rights in demanding the surcharge from the Municipality, notwithstanding the agreement entered into by it with the Municipality.

4. As regards the dispute regarding the terms and conditions for the new agreement, Govt. can appoint an arbitrator to settle the dispute, under section 52 † of the I.E. Act, on the application of either party.

† p. 309 of Hearer.

5. The —

5. The draft put up for appl. may issue.

11/3/50

KH 4/3/50 B. V.

G. R., G. D., No. 2408, dated 22-6-22

Std. Sectt. 78 e.

DOCKET SHEET

Subject:—

File No. 1131/48

P.W. **DEPT.**

GS: **BRANCH.**

References:—

Date.	To whom sent.	Notes and instructions.
12/9	Ed Br I	

Copy of President Athani Municipality's No. 73 of 1949-50 dated 11th May 1949 to S.M.Wali, Prant Officer, C.P.Belgaum.

"I have the honour to state that the general body by its resolution No. 50 of 29-4-1949 has appointed you as - arbitrator on behalf of this Municipality, and that the electric company has appointed Mr. R.A.Kulkarni, M.L.A. as an arbitrator on its behalf. You both have been appointed to decide the dispute regarding payment of surcharge. So I request you to kindly intimate me the convenient date for hearing the said dispute early so as to enable me to inform the electric company accordingly.

* A copy of the G.B's resolution No.50 is enclosed herewith for your perusal."

*:

1 Mr. Patil
2 " Telsang.

Resolution No 50 of 29-4-49.

Mr. Wali, Prant Officer should be an arbitrator on behalf of this Municipality, and he may be informed accordingly. The surcharge should not be given till the correspondence is decided. ... carried Nem Con

No. 109 of 1949-50
Athani, 27th May 1949.

To,

The Collector of Belgaum.
Belgaum.

Subject:- Appointment of prant officer C.D. as arbitrator in Electricity dispute.

Reference:- Your No. MUN - A - of 16-5-1949.

Sir,

It has been mentioned in para 6 of the agreement dated 29-11-1943 passed between the Athani Municipality and lincensee of the Light and Power suppliers Ltd., that the lincensee shall not charge the surcharge of 33½ P.C. as per Bombay Government Notification dated 18-3-1943 from the Municipality with regards the street lights referred to in para 2 clause (c) of the agreement. The Resident Engineer of Athani Power House preferred a bill No.1166 of 5-11-47 for Rs.788-10-9 in respect of street lights in which surcharge has been claimed. So the Municipality asked the Resident Engineer of the said house, under this office No.122 of 22-11-47 to show the authority on which surcharge is claimed. Then the Resident Engineer sent his reply under his No. A-461 of 25-11-47 that the surcharge is charged in accordnace with the recent Government orders. The Resident Engineer has been replied under this office No.134 of 29-11-47 that the recent Government order is not binding on the Municipality until alterations are made in the deed of agreement. He pressed the Municipality to pay the amount under protest under his No.A-492 of 2-12-47. This office did not pay the amount. Hence he stopped the street lights till the then Collector (Mr.Dravid at Athani camp on 6-1-48 decided orally. The Resident Engineer promised before the Collector that the matter would be referred to arbitration later. Mr. S.N.Datar, pleader on behalf of Power House, in his No.A-41 of 21-7-48 requested me to give the name of arbitration on behalf of the Municipality. The General Body in its resolution No.36 of 26-7-48 has appointed Mr. Shaikh Prant Officer, C.D.Belgaum as arbitrator and informed Mr. Datar under this office No. 69 of 27-7-48 accordingly. Mr. Shaikh Prant Officer has been informed under this office No.145 of 30-7-48. Mr.Datar Pleader in his No.A-101 of 11-8-48 has suggested the name of Mr. R.A.Kulkarni M.L.A. as arbitrator on behalf of the Power House. Though Mr. Shaikh was requested under this office Nos. 190 and 218 of 31-8-48 and 24-9-48 respectively he did not give reply. It is learnt that Mr. Shaikh has been transferred from the Belgaum District. So the General Body in its resolution No. 50 of 29-4-49 has appointed Mr.S.M. Wali Prant Officer, C.D.Belgaum as arbitrator on behalf of the Municipality and informed him under this office No. 73 of 11-5-49.

2. No number has been assigned to this case by your office.

Yours faithfully,

SD/ -
President.
Municipality Athni.

No. 161 of 1949-50
Athani, June 27th 1949.

To,

The Collector of Belgaum.

Subject:- Athani Electribity Co.,
Appointment of an arbitration.

Reference:- Your letter No. MSC dated 21-6-49.

Sir,

It is clearly mentioned in the agreementpassed between the licensee and the Athani Municipality that in the event of a dispute arising between two, it shall be referred for arbitration to a board of two arbitrators of which one shall be appointed by each party to the dispute and in case of difference of opinion between the two arbitrators shall refer the matter to the Electrical Engineer to the Government of Bombay. On the last para 9 of the said agreement the name of the Prant Officer has been proposed to be appointed as an arbitrator. The following are the replies to the points raised by you.

1. The dispute with regard to claiming of surcharge as per recent Government order can be made the subject matter of the arbitration.
2. There is no provision in the licensee of the licensee(Please vide para 6 page5) regarding surcharge for street lights.
3. The Provincial Government have not appointed any person to act as arbitrators in case of surcharge.

There is no objection to refer the matter to the Provincial Government.

A copy of agreement dated 29-11-43 is enclosed here with for your perusal and it may be returned when done with.

Yours faithfully,

SD/-
President Athani Municipality.

BOMBAY PROVINCE.

ONE RUPEE STAMP.

Agreement.

Articles of agreement dated the 29th of November 1943 between:-

The Athani Municipality by its President for the time being Suttubai Rahimansaheb Momin, aged about 35, occupation trade, caste Muslim residing at Athani, for and onhalf of the Athani Municipality, hereinafter known as the "Municipality" which expression shall mean, indicate and include the said Municipal Body as constituted this day, or as it may be consituted from time to time during this herein undermentioned period of the agreement, or its successors.in-title, assigns, administrators, or other constituents for the time being, of the one hand:

And

Mr. Keshav Vyankatesh Sane, First Class Mechanical Engineer, Manager of the Light and Power Suppliers, Ltd. and Licensee of the Athani Electric License 1940 aged about 42, occupation business residing at Commonwealth Building, Lakshmi Road, Poona City, which expression shall mean, indicate and include the said Licensee and or his successors-in-title, nominees, assigns. executors, administrators, receivers, Liquidators or other person or persons having the right, title interest and custody of administration, and disposal of the rights as and in the capacity of the said Licensee of the other part:-

WHEREAS Mr. Keshav Vyankatesh Sane Licensee above named obtained from the Government of Bombay, the license for generating and supplying electrical energy to the town of Athani within the City Municipal limits of Athani, by their G.R.No. dated notified in the Bombay Government Gazette dated the and whereas, the said licensee undertook and completed the work of erecting the Power House and transmission lines for the same purpose within the area notified as compulsory area in the above described license acting in his capacity of the manager of the Light and power Suppliers Ltd. to which concern the said licensee has agreed to transfer his license and whereas the work having thus been completed, the said licensee has applied to the Government of Bombay for permission to energise the lines and to commence the supply of electrical energy within the above mentioned area, and whereas the said permission is expected to be received within a short time and whereas in view of these above, the licensee above-named approached and requested the President of the Athani Municipality to execute, sign and seal an agreement for street lighting within the Municipal limits as per terms, conditions and stipulations that were agreed upon within the said Municipality and the said licensee, and were confirmed by the General Body of the Municipality by their Resolution No.59 on the 29th day of November 1943 with such alterations, amendments, additions anddeletions as have become necessary in view of the present war condition, and whereas the President of the Municipality agreed to execute the same, NOW THIS AGREEMENT WITNESSETH THAT, the licensee above-names shall supply and the Athani Municipality shall accept the supply of electrical energy within the Municipal area on terms and conditions herein- under-mentioned, namely:-

(1) That in the first instance the period during which the terms and stipulations of this agreement shall continue to remain in force and binding on either parties shall be six years from the date of the commencement of supply of energy. The President of the Municipality undertakes to apply for the said permission within the period of not more than three years from the date of commencement of supply.

(2) That during the period of war, and for 18 months from the date of the cession of war, the terms and conditions for the supply of electrical energy shall be as under, namely:-

(a) That the Municipality shall communicate the number o:

of lights required by them and their situation, provided that they are located on the poles already erected by the licensee, and the licensee shall arrange to have the same installed within the compulsary area.. The licensee further agrees to instal street lights in non-compulsory area, provided that his electric transmission lines run through this area. The terms and conditions herein undermentioned shall apply to all electric lights whether situated in the compulsary area or non-compulsary area.

(b) The licensee agrees to instal lights of the wattage specified by the Municipality at each point stated by the said Municipality at his own cost and risk. The Municipality expressly agrees to supply details as to the number of lights required, their situation, and wattage, to the licensee at his office in the Athani Electric Power House as soon as possible, but on no account later than within 30 days of the commencement of supply.

(c) That the Municipality agrees to pay the following rates for the supply of energy namely:-

(1) For lights of not more than 15 to 25 Wts.	Rs.2-4-0 per month per light.
(2) For lights of over 25 Wts but not exceeding 40 Wts.	4-8-0 per month per light.
(3) For lights of over 40 Wts but not exceeding 60 Wts.	6-8-0 per month per light.
(4) For lights of over 60 Wts. but not exceeding 100 Wts.	9-0-0 per month per light.

Provided that the lights taken up by the Municipality shall be on no account less than 60 and minimum charges calculated as above shall on accout be less than Rs.1620/- per year calculated from the date of commencement of supply not withstanding any thing contained in the body of the agreement.

These rates are inclusive of all costs and charges for maintenance and replacements.

(d) That the Licensee expressly agrees to keep the lights burning for such period as may be sanctioned and permitted by the Government by its officers between the hours of sun-set to sun-rise and where no such specific permission or sanction is given by the Government the licensee agrees to keep the lights burning for not more than 2100 hours during the year and not more than 6 hours average during each 24 hours on moon-light basis, at such time as the Municipality may from time to time inform the licensee in writing

(e) That the licensee agrees to supply metered energy to the Municipality for office purposes, and for other internal lighting purposes of structures owned and managed by the Municipality at the rate of As. six per unit of energy supplied, or at such other rate as the Government may be pleased to permit from time to time. The rules regulations and conditions for supply of energy, sanctioned by the Government shall be applicable to the Municipality in all respects and cost of installation, maintaining and replacement of bulbs etc, shall be borne by the Municipality.

(f) That the Municipality agrees to pay Rs.1-4-0 per point (of lights of 15 Wts.) per month for the energy supplied for 4 hours every day to the Municipal market stalls. The rules, regulations and conditions for supply of energy sanctioned by the Government shall be applicable to the Municipality in all respects and cost of installation maintaining and replacement of bulbs etc. shall be borne by the Municipality.

(3) That after the period of 18 months after the cessation of war has elapsed, the licensee shall supply electrical energy to the Municipality on the following terms and conditions and rates.namely:-

(a) For supply of electrical energy for street lights supplied in the Municipal area. As. 0-5-0 per unit consumed upto a consumption of 7400 units and thereafter at As.0-3-0 pies six per unit, for each excess unit consumed. The licensee agrees that he shall bear all costs of maintainance and replacement of bulbs, shades etc. for the street lights.

(b) For the supply of metered electrical energy for lighting purposes to Municipal buildings at As.0-5-0 per unit. The

Municipality agrees to bear all costs and charges of installa maintenance, replacements and meter rent etc.

(c) The rate for motice power that the Municipality may ask the licensee to supply, shall be determined mutually as and when the occasions arises.

(d) That after the cession of war, the licensee agrees to supply street lights as herein under-mentioned:-

7 Lights of 100 Wts each..
80 " " 15 Watts each.
80 " " 20 Watts each

The licensee further agrees to supply such additional lights not exceeding 50 in number as may be required by the Municipality provided that no light of more than 100 watts. shall be supplied. The Municipality shall supply particulars of situations and wattage of the above lights to the licensee at his Athani office in writing, and the Licensee agrees to supply the same within a period of six months from the date of intimation. The Licnesee shall bear all costs and charges incidental to the installation, maintenance and replacement of all street lights.

(e) The Presidmat of the Municipality agrees to deliver under his own signature or under the signature of the official duly authorised in this behalf the licensee at his office at the Athni Electrical Power House a schedule, nothing the lighting time and period of lighting hours for each day. The said schedule shall be based on moonlight basis and shall be delivered at leamt a fortnight in advance of the time and date from which it is brought into force and that each schedule shall be for a period of not less than one month.

(f) That the President of the Municipality agrees, that the Muntcipality shall consume not less than 7400K. Watts hour (units) of energy per year for street lighting purposes and in-case the total units is less than 7400, the Municipality agrees to pay all costs and charges for 7400 units not withstanding any to the contrary contained in the body of this agreement, or elsewhere.

(g) The metered lighting energy supplied for Municipal buildings as per clause (3b) above shall be supplied by the Licensee subject to all rules regulations and stipulations for the supply of energy as sanctioned by the Government from time to time

(4) The Licensee shall prepare a bill for energy consumed by the Municipality showing under seperate heads the energy consumed for street lighting and for buildings, as also meter-rentand other charges, for each calendar monthmx, and shall present the same to the Municipality within three days thereafter and the Municipality shall pay the same on or before the 15th of each month.

(5) In case the street lights or any one or more of them be found by the Municipality not burning, they shall intimate of the same to the Licensee in writing and the Licensee shall in his own cost replace all burnt out and non-working material, by new ones within 48 hours of the receipt of such intimation.

If any street light be not replaced within 48 hours as per above, the Municipality shall charge As. 0-2-0 per lights per night an excess of the above 48 hours by way of penalty.

(6) The Licensee shall not charge, the surcharge of 33½ P.C. as per Bombay Government Notification dated 18-3-1943, from the Municipality with regards the street lights referred to in para 2 clause (c) of this agreement (page 4).

(7) All electrical installations for purpose of street lighting are and shall continue to be the property of the Licensee and the Municipality shall have no right to remove, replace demoblish or distruct the same on any account.

(8) The unit shall be deemed to mean the energy as per the defination of the same in the Indian Electricity Act 1910.

(9) In the event of a dispute arising between the Licensee and the Municipality in respect of the meaning, interpretation or explanation of any term condition stipulation, or work, phrase or sentence contained in the body of this agreement the same shall be referred for arbitation to a Board of two Arbitrators of which one shall be appointed by each party to the dispute and in case of difference of opinion between the two Arbitrators, shall refer the matter to the Electrical Engineer to the Government of Bombay, who may decide the matter himself or no

or nominate one of his officials to decide the same and the decision of the Electrical Engineer or his officer shall be final and shall be binding on both parties, as if the same was decreed by a Court of competent Jurisdiction. The costs of arbitration shall be borne equally by both parties.

N.B:-

Clause No. 2 shall be applicable during war period and eighteen months therafter only. Clause No.3 shall be operative after this period. All other clauses are operative during the whole period of this agreement.

In witness whereof both parties have set their respective signatures in their hands and the Municipality its common seal thereto as per the authority delegated to the President of the Municipality by the General Body by their General meeting Resolution No.59 of 1943 in this behalf this date the 29th November 1943 at Athani.

Witness.	Signature
Signed sealed and delivered by the Athani Municipality by its President for the time being Mr. Suttubhai R.Momin in the presence of 1) Sd in English B.S.Jambure 2) " " K.M.Deshpande	Sd. in Marthi Sutubhai Rahimansaheb Momin.
Signed Sealed and delivered By Mr. Keshav V.Sane in the presence of - 1) Sd in English S.N.Datar 2) " " A.S.Datar.	Sd. in English Keshav V.Sane

Letter

To,

The Secretary to Government,
Public Works Department,
Bombay.

Subject:- Athani Electricity Co.
Appointment of an
arbitration

No. MSCSR-163 Belgaum, 22-7-1949.

The Athani Municipality has resolved in its G.B. Resolution No. 50 of 29-4-1949 to appoint the Prant Officer C.P.Belgaum as an arbitrator to decide the dispute regarding payment of sur-charge levied from it by the Electricity Company on the energy utilised for street lamps (Copy enclosed).

2. Under Sec 52 of the Indian Electricity Act,1910 if any matter is by or under the Act directed to be determined by arbitration the matter shall unless it is otherwise expressly provided in the licence of a licensee, be determined by such person or persons as the Provincial Government may nominate in that behalf, on the application of either party etc.

The President, Athani Municipality, has reported that the dispute with regard to the payment of subcharge as per recent Government order can be made the subject matter of arbitration as the licensee, according to para 6 of the agreement ~~between the Municipality~~ on 29-11-43 between the Municipality and the Electric Company, is not to charge surcharge from the Municipality with regards to street lights. He further states that he has no objection to refer this matter to Government.

I therefore requeat you to accord necessary sanction to the Prant Officer, C.P.Belgaum being appointed as an arbitrator for determining the dispute.

Copies of the agreement dated 29-11-1943 and

letters Nos. 109 dated 27-5-49 and 161 dated 27-6-49 from the President, Athani Municipality are attached.

for Collector of Belgaum.

D.C. signed
by Collector.

AGC/22-7

E/2716.

B

1131/45.
49056

LETTER.

To

The Secretary to Government,
Public Works Department, BOMBAY.

Subject:- Athni Electricity Co.
Appointment of an arbitration.

Reference:- My letter of even No. dated 22-7-1949.

No. L.S.C.S.R.163. Belgaum, 6 October 1949.

Please let me know early if Government have passed any orders in the matter.

For Collector of Belgaum.

L-6/10.

Letter

No. 1131/48-El(I). P. W. D.

B.C./28 8th Oct. 1949

To, The Collector of Belgaum.

Subject:- Athni Electricity Co.
Appointment of an arbitrator.

Reference - Correspondence ending with your p17 letter, No M.S.C.S.R.163, dt. the 6-10-49.

2. The question of appointing an arbitrator to settle the dispute is still under the consideration of Govt.

ISSUED 31/10/49

D.A-Nil.

26/10/49

By order of the G.G.B

Executive Engineer

E-1

LETTER.

To

The Secretary to Government,
Public Works Department, BOMBAY.

Subject:- Athani Electricity Co.
Appointment of an arbitration.

Reference:- Government letter P.W.D.No.
1131/48-E1(1) dated 28-10-49.

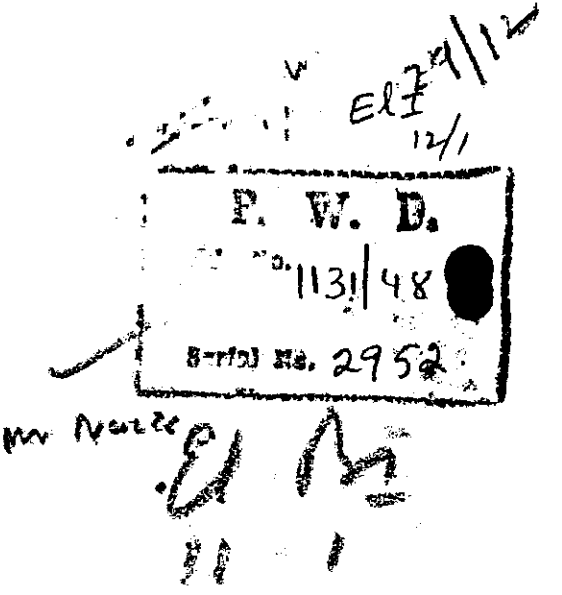
No. M.S.C.S.R.163. Belgaum, 10th January 1950.

Kindly communicate early if Government have passed any orders in the matter of appointing an arbitrator to settle the dispute.

For Collector of Belgaum.

L-9/1.

U.O. to $2 $4—
29/12



+ 23

1131/48/2952

P.W.D.

El. Br. (I)

Submitted.

2. The main file No. 1131/48 is under U.O.R. to the El. Engr. to Govt. since 29-12-49. Its return may be awaited till 23-1-50.

20/11/50

20/11/50

Mr Nair (Accnt)
20/11

1131/48/2952

24

El. Br (I)

P.W.D

The Elect. Engr. to Govt.
expedited under No. 1131/48-El.(I),
dt. the 22-2-50.

Recd
15/2/50

17/2/50

Approved
21/2/50

Rs Nevile (Others
have been used
of the rebs)

2 1/2

Letter.

No.710 of 1949-50.
Municipal Office Athni.
4-2-50.

To

The Collector of Belgaum.

Subject:- Arbitration and supply of street lights.

Reference:- Your No. M.S.C.S.R-163 of 24-1-1950 and telegram of 2-2-50.

The report has already been submitted under this office No.686 of 30-1-50. However the copy of the same is enclosed for perusal.

The contract for street light as per agreement dated 25-11-1943 is being terminated by the Company from 30-1-50 after giving one month's previous notice. On receipt of this notice the Collector was requested under this office No.624 of 6-1-50 to issue a permit for the purchase of 60 tins of kerosene for street lights, ~~by~~ but the Collector's Supply Branch has not sent any reply uptill now. The Company removed the bulbs of the street lights on 30-1-50 and also stopped the energy for domestic consumption. The Municipality had to ask the Electricity Company on the same day to continue the street lights until further intimation from this office on payment of revised rates. The Company still persisted in the discontinuance of lights from 30-1-50. The Company was then given to understand that if the lights were not supplied on 30-1-50 they would be sued for damages in the Court of law. They immediately continued the lights in the office and Municipal dispensary on the same night. The street lights were discontinued for two days i.e. on 30th and 31st, as the Company could not complete the replacing of the bulbs in the course of these two days. Since the nights were moonlit no inconvenience is being felt by the public.

The Company has now informed that they would not continue the street lights after 14th instant unless a contract is entered into with the Company. The revised rates given by the Company are 0-14-0 per unit as against the previous rates of 0-5-0 per unit.

The averate electric street light charges at the rate of 0-14-0 will be about Rs.480/- per month. If the Municipality arranges its own street lights (kerosene lamps) the expenses may come to about Rs.300/- per month besides the capital investment to the extent of Rs.2000/- and odd.

In the circumstances I may please be informed whether the proposal to replace the electric lights with kerosene lights be taken up by the Municipality.

Sd/-.....

Administrator, Athni
Municipality.

EXPRESS LETTER.

To

The Resident Engineer for
the Light and Power Suppliers, Ltd.,
Athni Branch.

Subject:- Supply of Street Lights.

Reference:- Your letter No.A-536, dated 29-1-1950.

No. M.S.C.S.R-163. Belgaum, 8 February 1950.

Your attention is invited to the Press Note accompanying Government letter P.W.D.No.571/48-II-EL(1), dated 15-12-1949, addressed to all Electrical Licensees in the Province of Bombay, and you are requested to apply to Government under Section 57 of the Electricity Supply Act, 1948, for the appointment of a Rating Committee with a view to getting the rates fixed. You are requested to maintain the status quo ante with regard to the rates till the question is gone into and decision is given by the Committee.

2. The action taken by you on this reference may please be intimated to me by telegram immediately.

O/C signed by
the Collector.

For Collector of Belgaum.

L-8/2.

Copy forwarded W.Cs to the Administrator Athni Municipality with reference to his letter No.710, dated 4-2-1950.

Copy with a copy of th above letter from the Administrato Athni Municipality, submitted to Government in P.W.D., Bombay, for information.

Copy with a copy of the letter submitted to the Commissioner, S.D., Belgaum.

C.C.- Electrical Engineer to Government, P.W.D., Bombay.

Copy to the District Supply Officer for taking immediate action on the Administrator Athni Municipality's letter No. 624, dated 6-1-1950 in the matter of issue of permits for purchase of kerosene for street lighting.

Copy to Prant Officer, C.D. for visiting the place and try to bring about amicable settlement between the parties by persuading the Electricity Co.Athni, to suggest a reasonable rate which will be acceptable and in the meanwhile get personnel of the Rating Committee approved by both

ATHNI 10-2-1950.

Collector Belgaum.

ALREADY APPLIED GOVERNMENT FOR APPOINTMENT OF RATION COMMITTION (~~RATING COMMITTEE~~) SUPPLYING STREET LIGHT UPTO 14TH LETTER FOLLOWS.

RESIDENT ENGINEER.

---

for Rating Committee

No. M.S.C.S.R-163.

Belgaum, 11th February 1950.

Copy submitted to the Secretary to Government, P.W.D., Bombay, in continuation of this office letter of even No. dated 8-2-1950.

Copy forwarded W.Cs to the Electrical Engineer to Government, P.W.D., Bombay for information and necessary action.

O/C signed by
the Collector.

For Collector of Belgaum.

L-11/2.

ATHNI 14-2-1950.

COLLECTOR BELGAUM.

POWER HOUSE AGREES CONTINUANCE OF STREET LIGHTS TILL 1ST MARCH PENDING FINAL AGREEMENT PLEASE WIRE WHETHER KEROSENE LIGHTS BE POSTPONED.

ADMINISTRATOR.

EXPRESS. TELEGRAM. STATE.

NAME: ADMINISTRATOR.

ADDRESS: MUNICIPALITY.

TEL.OFFICE: ATHNI.

REFERENCE YOUR TODAY'S TELEGRAM YOU MAY POSTPONE REPLACEMENT OF ELECTRIC LIGHTS BY KEROSENE LAMPS.

COLLECTOR.

No. M.S.C.S.R-163.
Belgaum, 14th February 1950.

Post copy forwarded W.Cs in confirmation.

For Collector of Belgaum.

Copy with a copy of the wire under reference submitted to the Secretary to Government, P.W.D., Bombay, in continuation of this office endorsement of even No. dated 11-2-1950.

Copy with a copy of the wire forwarded W.Cs to the Electrical Engineer to Government, P.W.D., Bombay.
C.C.- D.S.C., Belgaum.

1131/48/13063

No. 1131/48-El(I). P. W. D.
B. C. (Bbay. No. 1)
18th Mar., 1950.

To, The Collector of Belgaum.

Subject:- Arbitration of the dispute between the Athani Municipality and the supply co. at Athani re: recovery of surcharge and the rates for the supply of energy for Street lighting. p.33

Reference:- Your endt. No. M.I.C.I.R-163, dt. the 14-2-50.

2. The supply co. at Athani is within its rights in demanding the past surcharge from the Athani Municipality under the Bombay Ely. Surcharge Act, 1946, notwithstanding the agreement entered into by it with the Municipality. A copy of the R.L.A.'s opinion in the matter is enclosed for your info. The Municipality may be informed accordingly. pp 7-9 (n.s)

3. With regard to the dispute over the terms and conditions for a new agreement to be entered into by the Municipality with the supply co. regarding the rates for the supply of energy for Street lighting, Govt. can appoint

an arbitrator to settle the dispute, = p. 309 Hear :
under Section 52 of the I. E. Act, 1910
on the application of either party.
Pl. inform the party, concerned,
accordingly.

11/3/50

By Order. etc.

pp 7-9 (N.S.)
D.A - Copy of the R.L.A's opinion

Copy forwarded to the Elect. Engr. to the Govt. with ref. to his No. L.101/9589, dt. the 16-2-50. p 15 (N.S.)

11/3/50

K.V.
Issued with DR 21/3/50/MA

kjh 6/3/50